

Dispatch Service Agreement Tooele County – Utah Department of Corrections

1. **CONTRACTING PARTIES:** This agreement made and executed the 1st day of January 2020, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Utah Department of Corrections, (hereinafter referred to as "UDC").

2. **PURPOSE:** This agreement is for the purpose of Tooele County providing radio dispatch services to Utah Department of Corrections.

IN CONSIDERATION of the following mutual promises, terms and conditions, the parties agree as follows:

3. **DISPATCH FEES:** The County agrees to provide to the UDC the following radio dispatch services during the term of this agreement at an adequate level and in a timely fashion:

- a. Receive and prioritize 911 emergency and non-emergency telephone answering and radio dispatch service for the UDC 24 hours a day 7 days a week. Handle outbound telephone calls for officers when appropriate.
- b. Run Utah Criminal Justice Information System database checks.
- c. Ensure officer safety by adequate security checks of on-duty officers.
- d. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- e. Conduct monthly area wide communication meetings.
- f. Provide clearing house for NCIC entries including modifications and clears.
- g. Oversee county-wide wrecker rotation.

4. **CONSIDERATION:** In consideration of the County providing the dispatch services specified herein from January 1, 2020 through June 30, 2021, the UDC agrees to pay the County the sum of \$16,386.00. A payment of 2,731.00 shall be paid to Tooele County on a quarterly basis. Said payments shall be made within fifteen (15) days following receipt of an invoice from Tooele County for the previous quarter. The basis and method of computation of said amount is attached hereto as Exhibit "A" which by reference is made a part hereof. The County may at the end of each calendar year adjust the fee it charges to UDC for dispatch services under this contract.

5. **BUDGET NOTICE:** The County agrees to notify UDC by January 31st of the previous year data, as requested. The County agrees to provide the agreement and fee allocation to UDC no later than March 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on January 1, 2020 and shall terminate on June 30, 2021, unless terminated sooner according to the terms and conditions of this agreement.

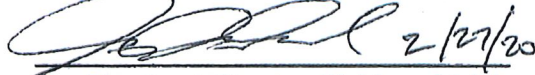
7. INADEQUATE SERVICE: If the UDC determines that it has received inadequate dispatch services under this agreement, the Chief Administrator shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the UDC within fifteen (15) days, the original report, together with a supplemental report indicating the current status of the problem shall be forwarded to the Tooele County Commission for review.

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this agreement by May 31st, 2020 shall be considered notice of termination and services will be discontinued.

9. LIABILITY: It is mutually agreed that each party shall be responsible for the negligent acts of their own representatives or employees and shall hold the other party harmless from claims made as a result of work performed by reason of this agreement.

DATED this 1st day of January, 2020


UTAH DEPARTMENT OF CORRECTIONS


Dan Blanchard, Director, Division of Adult Probation and Parole

TOOELE COUNTY


Shawn Milne, Chairman
Tooele County Commission

ATTEST:



Linda Kinder
Financial Analyst UDC

ATTEST:



Marilyn Gillette
Tooele County Clerk/Auditor



APPROVED AS TO FORM:


Matthew Anderson
Assistant Attorney General UDC

APPROVED AS TO FORM:


Scott Broadhead
Tooele County Attorney

State Finance

Fund 1000 Dept 410 Unit 2353 APPR MBB EX 3137
Vendor # 22722C Com 92518

**PARTICIPATING ADDENDUM
BETWEEN
Tooele County Sheriff's Office
AND
QWEST COMMUNICATIONS COMPANY, LLC D/B/A CENTURYLINK QCC**

The undersigned hereby represents, acknowledges, and agrees as follows:

1. The undersigned represents that it is a government department, institution, agency or political subdivision (i.e., colleges, school districts, counties, cities, etc.) located in the state of Utah ("Eligible Purchaser"); and, as such, it is qualified to purchase CenturyLink Data Communications Services ("Service(s)") pursuant to the terms and conditions of the Qwest Communications Company, LLC d/b/a CenturyLink QCC, State of Utah – Statewide Contract #136401, OMR: N37737/Content ID: 414213, executed on or about June 26, 2013, by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC("CenturyLink") and the State of Utah, Division of Purchasing and General Services, as amended, including its Exhibits and Attachments (hereafter the "Underlying Contract").
2. The undersigned ("Purchaser") is executing this Participating Addendum for the purpose of purchasing Service from CenturyLink pursuant to the CenturyLink Underlying Contract. Purchaser will be subject to all terms and conditions of this Participating Addendum and the Underlying Contract. Purchaser will be responsible for any and all use of Services under this Participating Addendum and the Underlying Contract, including but not limited to responsibility for payment obligations. Purchaser will be CenturyLink's customer of record for the Services provided under this Participating Addendum and the Underlying Contract.
3. **DESCRIPTION OF SERVICES.** CenturyLink will provide to Purchaser the Services as set forth in the Underlying Contract and on the Attachment 1 (if required), Service Locations, attached hereto and incorporated by reference (the "Services"). To the extent Services are tariffed, and where such terms and conditions of the CenturyLink applicable tariffs do not conflict with the Underlying Contract, the provisions of the tariff will apply and, in such cases, references in this Agreement to Service Schedule(s) will instead be deemed to refer to the applicable tariff.
4. **TERM.** This Participating Addendum is effective as of the latest signature date below ("Effective Date"). The Term for Service begins on the date Service is available to Customer, as evidenced by CenturyLink records ("Initial Term") and ends upon expiration of the last-to-expire Service ordered hereunder.
5. **PRIMARY CONTACT.** The primary Purchaser contact individual for this Participating Addendum is as follows:
Regina Nelson, 15 East 100 South, Tooele, Utah 84074, (435) 833-8320, rnelson@tooeleco.org
6. This Participating Addendum and the Underlying Contract set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Underlying Contract will not be added to or incorporated into this Participating Addendum or the Underlying Contract, by any subsequent purchase order or otherwise and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Underlying Contract will prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

CUSTOMER: TOOELE COUNTY SHERIFF'S OFFICE

**Qwest Communications Company, LLC d/b/a
CenturyLink QCC**

Authorized Signature

Authorized Signature

Shawn Milne

Name Typed or Printed

Name Typed or Printed

County Commissioner

Title

Title

24 March 2020

Date

Date

Address for Notices:

Address for Notices:
CenturyLink
1801 California Street, 9th Floor
Denver, Colorado 80202
Attn: Legal Department

**ATTACHMENT ONE TO THE
PARTICIPATING ADDENDUM BETWEEN
Tooele County Sheriff's Office
AND
QWEST COMMUNICATIONS COMPANY, LLC D/B/A CENTURYLINK QCC**

**ATTACHMENT 1
CENTURYLINK NEXT GENERATION 9-1-1 SERVICE**

PSAP INFORMATION: Tooele County Sheriff's Office

SERVICE LOCATION: 15 East 100 South, Tooele, Utah

BILLING NUMBER: (435) 833-8300

